

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

CARRINGTON MORTGAGE
SERVICES, LLC,

Plaintiff

v.

CASE No. _____

KATHLEEN M. BRODERICK and
VILLAGE GREEN CONDOMINIUM
ASSOCIATION, INC.,

Defendants

_____ /

AFFIDAVIT OF ELIZABETH GONZALES
IN SUPPORT OF COMPLAINT TO FORECLOSE MORTGAGE

I ELIZABETH GONZALES, of Carrington Mortgage
Services, LLC, having personal knowledge of the facts contained in this affidavit, on oath, state
as follows:

1. I am employed by or serve in the capacity of Default Document, Teamlead
at Carrington Mortgage Services, LLC (Carrington).

2. In my capacity as Default Document, Teamlead, I have
knowledge of the business records of Carrington as they relate to the Mortgage which is the
subject of this affidavit. Carrington's records are kept in the ordinary course of business by
persons who have a business duty to make such records. The records are made at or near the
occurrence of events so recorded. To the extent records related to the loan come from another
entity, those records were received by Carrington in the ordinary course of its business, have
been incorporated into and maintained as part of Carrington's business records, and have been
relied on by Carrington. I have personal knowledge of the facts set forth in this affidavit based

Default Document, Teamlead

Default Document, Teamlead

upon my review of Carrington's business records maintained in connection with the Mortgage and the related Mortgage loan account whose repayment the Mortgage secures (the "Loan").

3. I have read and reviewed the Complaint to Foreclose Mortgage to be filed concurrently herewith together with all of the exhibits referenced in and attached to such Complaint.

4. Carrington's business records reflect that Kathleen. M Broderick ("Broderick") secured a mortgage loan from Mortgage Master, Inc. on July 10, 2009 (the "Loan").

5. Carrington's records reflect that the Loan is evidenced by a promissory note in the original principal amount of \$148,265.00 dated July 10, 2009, given by Broderick to Mortgage Master, Inc. (the "Note"). The Note contains a special indorsement by Mortgage Master, Inc. to Bank of America, N.A. and a further special indorsement by Bank of America, N.A. to Carrington Mortgage Services, LLC. A true and accurate copy of the Note is attached to the Complaint as Exhibit 1.

6. The Note is secured by a mortgage given by Broderick to Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Mortgage Master, Inc. (the "Mortgage"). A certified copy of the Mortgage is attached to the Complaint as Exhibit 2.

7. Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Mortgage Master, Inc., assigned the Mortgage to Carrington Mortgage Services, LLC, by assignment dated September 4, 2015, a certified copy of which is attached to the Complaint as Exhibit 3.

8. Under the terms of the Note and Mortgage, Broderick was obligated to make monthly principal and interest payments together with a monthly escrow payment as computed

by the mortgagee sufficient to pay real estate taxes and hazard insurance premiums in connection with the Property through the August 1, 2039 maturity date of the Loan.

9. Broderick has defaulted in her monthly payment obligations due under the Note and Mortgage and her mortgage account with Carrington is now due for the January 1, 2015 payment together with all subsequently accrued but unpaid installments.

10. On or about May 1, 2015, Carrington received an application from Broderick to approve a short sale of the Property.

11. On or about May 22, 2015, Carrington sent Broderick a letter advising her that she was not eligible for a short sale under applicable FHA guidelines.

12. Carrington sent Broderick a Notice of Default dated July 27, 2015. A true and accurate copy of said Notice is attached to the Complaint as Exhibit 4.

13. The default set forth in the July 27, 2015 Notice of Default was never cured. A true and accurate copy of the payment history maintained by Carrington in connection with Broderick's mortgage Loan is attached to the Complaint as Exhibit 5.

14. Carrington sent Broderick a further Delinquency Notice by certified mail on or about September 11, 2015 advising her of the delinquency on the loan and inviting her to set up a face-to-face meeting to discuss the delinquency. A copy of this Delinquency Notice is attached to the Complaint as Exhibit 6.

15. Carrington caused a field representative to make an in-person site visit to the Property on or about February 13, 2016 during which visit Broderick advised the field representative that she would contact Carrington about her account.

16. There has been no resolution to date of Broderick's continuing default on the Loan and her account remains due for the January 1, 2015 contractual due date together with all subsequently accrued but unpaid installments.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY this 5th day of May, 2016.

Carrington Mortgage Services, LLC

By:



Title:

Elizabeth Gonzales
Default Document, Team Lead

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged and sworn before me this _____ day of _____, 20__, by _____ as a _____ of Carrington Mortgage Services, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public - State of _____

My Commission Expires:

SEE ATTACHED

Elizabeth Gonzales
Default Document, Team Lead

88-101-1038

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 05 day of May 2016, by Elizabeth Gonzales, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Signature



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Complaint

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document